

1 Limor Lehavi (Bar No. 189054)
llehavi@lslawoffices.com
2 LEHAVI STARGARDTER, LLP
P.O. Box 5973
3 Orange, CA 92863
T: (949) 570-9575
4 F: (949) 570-9580

5 Attorneys for Defendants, United National
Insurance Company and Collectibles
6 Insurance Services, LLC

7
8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION

11 SEROZH ARUTYUNYAN DBA
KAPTAIN FISH COLLECTIBLES,

12 Plaintiff,

13 v.

14 UNITED NATIONAL INSURANCE
15 COMPANY, a Pennsylvania corporation;
16 COLLECTIBLE INSURANCE
17 SERVICES, LLC, a Pennsylvania
corporation; and DOES 1 through 50,
inclusive,

18 Defendants.

CASE NO. 2:23-cv-09033 JLS (ASx)

PROTECTIVE ORDER

19
20 1. A. PURPOSES AND LIMITATIONS

21 Discovery in this action is likely to involve production of confidential, proprietary,
22 or private information for which special protection from public disclosure and from use
23 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
24 parties hereby stipulate to and petition the Court to enter the following Stipulated
25 Protective Order. The parties acknowledge that this Order does not confer blanket
26 protections on all disclosures or responses to discovery and that the protection it affords
27 from public disclosure and use extends only to the limited information or items that are
28 entitled to confidential treatment under the applicable legal principles. The parties further

1 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
2 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
3 sets forth the procedures that must be followed and the standards that will be applied
4 when a party seeks permission from the court to file material under seal.

5 **B. GOOD CAUSE STATEMENT**

6 This action is likely to involve trade secrets, insurance underwriting and claims
7 handling and sales information, and other valuable research, development, commercial,
8 financial, technical and/or proprietary information for which special protection from
9 public disclosure and from use for any purpose other than prosecution of this action is
10 warranted. Such confidential and proprietary materials and information consist of, among
11 other things, confidential business or financial information, information regarding
12 confidential business practices, or other confidential research, development, or
13 commercial information, information otherwise generally unavailable to the public, or
14 which may be privileged or otherwise protected from disclosure under state or federal
15 statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of
16 information, to facilitate the prompt resolution of disputes over confidentiality of
17 discovery materials, to adequately protect information the parties are entitled to keep
18 confidential, to ensure that the parties are permitted reasonable necessary uses of such
19 material in preparation for and in the conduct of trial, to address their handling at the end
20 of the litigation, and serve the ends of justice, a protective order for such information is
21 justified in this matter. It is the intent of the parties that information will not be
22 designated as confidential for tactical reasons and that nothing be so designated without a
23 good faith belief that it has been maintained in a confidential, non-public manner, and
24 there is good cause why it should not be part of the public record of this case.

25 **2. DEFINITIONS**

26 2.1 Action: *Serozh Arutyunyan dba Kaptain Fish Collectibles v. United National*
27 *Insurance Company, et al.*; Case no. 2:23-cv-09033 JLS (ASx)

28 2.2 Challenging Party: a Party or Non-Party that challenges the designation of

1 information or items under this Order.

2 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
3 is generated, stored or maintained) or tangible things that qualify for protection under
4 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
5 Statement.

6 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
7 support staff).

8 2.5 Designating Party: a Party or Non-Party that designates information or items
9 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

10 2.6 Disclosure or Discovery Material: all items or information, regardless of the
11 medium or manner in which it is generated, stored, or maintained (including, among
12 other things, testimony, transcripts, and tangible things), that are produced or generated in
13 disclosures or responses to discovery in this matter.

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
16 expert witness or as a consultant in this Action.

17 2.8 House Counsel: attorneys who are employees of a party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside counsel.

19 2.9 Non-Party: any natural person, partnership, corporation, association, or other
20 legal entity not named as a Party to this action.

21 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
22 this Action but are retained to represent or advise a party to this Action and have
23 appeared in this Action on behalf of that party or are affiliated with a law firm which has
24 appeared on behalf of that party, and includes support staff.

25 2.11 Party: any party to this Action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their
27 support staffs).

28 2.12 Producing Party: a Party or Non-Party that produces Disclosure or

1 Discovery Material in this Action.

2 2.13 Professional Vendors: persons or entities that provide litigation support
3 services (e.g., photocopying, videotaping, translating, preparing exhibits or
4 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
5 their employees and subcontractors.

6 2.14 Protected Material: any Disclosure or Discovery Material that is designated
7 as “CONFIDENTIAL.”

8 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
9 a Producing Party.

10 3. SCOPE

11 The protections conferred by this Stipulation and Order cover not only Protected
12 Material (as defined above), but also (1) any information copied or extracted from
13 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
14 Material; and (3) any testimony, conversations, or presentations by Parties or their
15 Counsel that might reveal Protected Material.

16 Any use of Protected Material at trial shall be governed by the orders of the trial
17 judge. This Order does not govern the use of Protected Material at trial.

18 4. DURATION

19 Even after final disposition of this litigation, the confidentiality obligations
20 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in
21 writing or a court order otherwise directs. Final disposition shall be deemed to be the later
22 of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and
23 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,
24 remands, trials, or reviews of this Action, including the time limits for filing any motions
25 or applications for extension of time pursuant to applicable law.

26 5. DESIGNATING PROTECTED MATERIAL

27 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
28 Party or Non-Party that designates information or items for protection under this Order

1 must take care to limit any such designation to specific material that qualifies under the
2 appropriate standards. The Designating Party must designate for protection only those
3 parts of material, documents, items, or oral or written communications that qualify so that
4 other portions of the material, documents, items, or communications for which protection
5 is not warranted are not swept unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations that
7 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
8 to unnecessarily encumber the case development process or to impose unnecessary
9 expenses and burdens on other parties) may expose the Designating Party to sanctions.

10 If it comes to a Designating Party's attention that information or items that it
11 designated for protection do not qualify for protection, that Designating Party must
12 promptly notify all other Parties that it is withdrawing the inapplicable designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in this
14 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
15 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
16 must be clearly so designated before the material is disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic documents, but
19 excluding transcripts of depositions or other pretrial or trial proceedings), that the
20 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
21 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
22 portion or portions of the material on a page qualifies for protection, the Producing Party
23 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
24 in the margins).

25 A Party or Non-Party that makes original documents available for inspection need
26 not designate them for protection until after the inspecting Party has indicated which
27 documents it would like copied and produced. During the inspection and before the
28 designation, all of the material made available for inspection shall be deemed

1 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
 2 copied and produced, the Producing Party must determine which documents, or portions
 3 thereof, qualify for protection under this Order. Then, before producing the specified
 4 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
 5 that contains Protected Material. If only a portion or portions of the material on a page
 6 qualifies for protection, the Producing Party also must clearly identify the protected
 7 portion(s) (e.g., by making appropriate markings in the margins).

8 (b) for testimony given in depositions that the Designating Party identify the
 9 Disclosure or Discovery Material on the record, before the close of the deposition all
 10 protected testimony.

11 (c) for information produced in some form other than documentary and for any
 12 other tangible items, that the Producing Party affix in a prominent place on the exterior of
 13 the container or containers in which the information is stored the legend
 14 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
 15 the Producing Party, to the extent practicable, shall identify the protected portion(s).

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
 17 to designate qualified information or items does not, standing alone, waive the
 18 Designating Party’s right to secure protection under this Order for such material. Upon
 19 timely correction of a designation, the Receiving Party must make reasonable efforts to
 20 assure that the material is treated in accordance with the provisions of this Order.

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
 23 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the informal dispute
 25 resolution process set forth in the Court's Procedures and Schedules. see

26 <http://www.cacd.uscourts.gov/honorable-alka-sagar>

27 6.3 The burden of persuasion in any such challenge proceeding shall be on the
 28 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to

1 harass or impose unnecessary expenses and burdens on other parties) may expose the
2 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
3 the confidentiality designation, all parties shall continue to afford the material in question
4 the level of protection to which it is entitled under the Producing Party's designation until
5 the Court rules on the challenge.

6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 Basic Principles. A Receiving Party may use Protected Material that is
8 disclosed or produced by another Party or by a Non-Party in connection with this Action
9 only for prosecuting, defending, or attempting to settle this Action. Such Protected
10 Material may be disclosed only to the categories of persons and under the conditions
11 described in this Order. When the Action has been terminated, a Receiving Party must
12 comply with the provisions of section 13 below (FINAL DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a
14 location and in a secure manner that ensures that access is limited to the persons
15 authorized under this Order.

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
17 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
18 may disclose any information or item designated "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
20 employees of said Outside Counsel of Record to whom it is reasonably necessary to
21 disclose the information for this Action;

22 (b) the officers, directors, and employees (including House Counsel) of the
23 Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
25 reasonably necessary for this Action and who have signed the "Acknowledgment and
26 Agreement to Be Bound" (Exhibit A);

27 (d) the court and its personnel;

28 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to
2 whom disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a custodian
5 or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to
7 whom disclosure is reasonably necessary provided: (1) the deposing party requests that
8 the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted
9 to keep any confidential information unless they sign the “Acknowledgment and
10 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party
11 or ordered by the court. Pages of transcribed deposition testimony or exhibits to
12 depositions that reveal Protected Material may be separately bound by the court reporter
13 and may not be disclosed to anyone except as permitted under this Stipulated Protective
14 Order; and

15 (i) any mediator or settlement officer, and their supporting personnel, mutually
16 agreed upon by any of the parties engaged in settlement discussions.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
18 IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation that
20 compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to issue
25 in the other litigation that some or all of the material covered by the subpoena or order is
26 subject to this Protective Order. Such notification shall include a copy of this Stipulated
27 Protective Order; and

28 (c) cooperate with respect to all reasonable procedures sought to be pursued by the

1 Designating Party whose Protected Material may be affected. If the Designating Party
2 timely seeks a protective order, the Party served with the subpoena or court order shall
3 not produce any information designated in this action as “CONFIDENTIAL” before a
4 determination by the court from which the subpoena or order issued, unless the Party has
5 obtained the Designating Party’s permission. The Designating Party shall bear the burden
6 and expense of seeking protection in that court of its confidential material and nothing in
7 these provisions should be construed as authorizing or encouraging a Receiving Party in
8 this Action to disobey a lawful directive from another court.

9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a Non Party
12 in this Action and designated as “CONFIDENTIAL.” Such information produced by
13 Non-Parties in connection with this litigation is protected by the remedies and relief
14 provided by this Order. Nothing in these provisions should be construed as prohibiting a
15 Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to produce a
17 Non-Party’s confidential information in its possession, and the Party is subject to an
18 agreement with the Non-Party not to produce the Non-Party’s confidential information,
19 then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the Non-Party that some or
21 all of the information requested is subject to a confidentiality agreement with a Non-
22 Party;

23 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order
24 in this Action, the relevant discovery request(s), and a reasonably specific description of
25 the information requested; and

26 (3) make the information requested available for inspection by the Non-Party, if
27 requested.

28 (c) If the Non-Party fails to seek a protective order from this court within 14 days

1 of receiving the notice and accompanying information, the Receiving Party may produce
2 the Non-Party's confidential information responsive to the discovery request. If the Non-
3 Party timely seeks a protective order, the Receiving Party shall not produce any
4 information in its possession or control that is subject to the confidentiality agreement
5 with the Non-Party before a determination by the court. Absent a court order to the
6 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
7 court of its Protected Material.

8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
10 Protected Material to any person or in any circumstance not authorized under this
11 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
12 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
13 all unauthorized copies of the Protected Material, (c) inform the person or persons to
14 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
15 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"
16 that is attached hereto as Exhibit A.

17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
18 PROTECTED MATERIAL

19 When a Producing Party gives notice to Receiving Parties that certain inadvertently
20 produced material is subject to a claim of privilege or other protection, the obligations of
21 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
22 This provision is not intended to modify whatever procedure may be established in an e-
23 discovery order that provides for production without prior privilege review. Pursuant to
24 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
25 effect of disclosure of a communication or information covered by the attorney-client
26 privilege or work product protection, the parties may incorporate their agreement in the
27 stipulated protective order submitted to the court.

28 ///

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order no Party waives any right it otherwise would have to object to disclosing
6 or producing any information or item on any ground not addressed in this Stipulated
7 Protective Order. Similarly, no Party waives any right to object on any ground to use in
8 evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
10 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
11 under seal pursuant to a court order authorizing the sealing of the specific Protected
12 Material at issue. If a Party's request to file Protected Material under seal is denied by the
13 court, then the Receiving Party may file the information in the public record unless
14 otherwise instructed by the court.

15 13. FINAL DISPOSITION

16 After the final disposition of this Action, as defined in paragraph 4, within 60 days
17 of a written request by the Designating Party, each Receiving Party must return all
18 Protected Material to the Producing Party or destroy such material. As used in this
19 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
20 summaries, and any other format reproducing or capturing any of the Protected Material.
21 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
22 a written certification to the Producing Party (and, if not the same person or entity, to the
23 Designating Party) by the 60 day deadline that (1) identifies (by category, where
24 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
25 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
26 any other format reproducing or capturing any of the Protected Material. Notwithstanding
27 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
28 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,

deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions. IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: February 2, 2024

HOBBS LAW GROUP, APC

/s/Kristin E. Hobbs

Kristin E. Hobbs

Attorneys for Plaintiff Serozh Arutyunyan

Dated: February 2, 2024

LEHAVI STARGARDTER, LLP

B

v: /s/Limor Lehavi

Limor Lehavi

Attorneys for Defendants, United National Insurance Company and Collectible Insurance Services, LLC

SIGNATURE ATTESTATION

I, Limor Lehavi, am the ECF user whose ID and password are being used to file the above documents. I attest that concurrence in the filing of this document has been obtained from the other signatories.

Dated: February 2, 2024

LEHAVI STARGARDTER, LLP

/s/Limor Lehavi

Limor Lehavi

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: February 2, 2024

/ s / Sagar

Honorable Alka Sagar

United States Magistrate Judge

EXHIBIT AACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued by
the United States District Court for the Central District of California on [date] in the case
of *Serozh Arutyunyan dba Kaptain Fish Collectibles v. United National Insurance*
Company, et al., Case No. 2:23-cv-09033 JLS (ASx). I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment in
the nature of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person or
entity except in strict compliance with the provisions of this Order. I further agree to
submit to the jurisdiction of the United States District Court for the Central District of
California for the purpose of enforcing the terms of this Stipulated Protective Order, even
if such enforcement proceedings occur after termination of this action. I hereby appoint
_____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or
any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____